

Electronically Recorded

Official Public Records

Tarrant County Texas

5/13/2010 10:57 AM

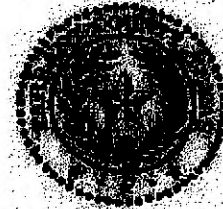
D210112722



Suzanne Henderson

PGS 5 \$32.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THIRD AMENDMENT TO OIL AND GAS LEASE**L0532981****THE STATE OF TEXAS**§
§
§**COUNTY OF TARRANT****KNOW ALL MEN BY THESE PRESENTS****Electronically Recorded
Chesapeake Operating, Inc.**

WHEREAS, the **CITY OF ARLINGTON**, a home rule municipal corporation of the State of Texas located with Tarrant County, Texas ("Lessor") and **CHESAPEAKE EXPLORATION, L.L.C.**, a Oklahoma Limited Liability Company ("Lessee") entered into an Oil and Gas Lease (Restricted Surface Use), dated effective as of August 22, 2007 (the "Lease"), as evidenced by a Memorandum of Oil and Gas Lease, dated August 22, 2007, and filed for record in Instrument No. D207324648 of the Real Property Records of Tarrant County, Texas;

WHEREAS, Lessor and Lessee entered into an Amendment to Oil and Gas Lease, executed on November 18, 2008, but effective as of the effective date of the Lease, and filed for record in Instrument No. D208458001 of the Real Property Records of Tarrant County, Texas;

WHEREAS, Lessor and Lessee entered into a Second Amendment to Oil and Gas Lease, executed on October 22, 2009, but effective as of the effective date of the Lease, and filed for record in Instrument No. D209310290 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, Lessor and Lessee now desire to amend the Lease, to add the property described below;

NOW, THEREFORE, Lessor and Lessee do mutually agree that except as provided below, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of conflict or inconsistency between the provisions set forth in this Third Amendment to Oil and Gas Lease and the Lease, this Amendment shall govern and control. Furthermore, for valuable consideration and in consideration of mutual covenants, Lessor and Lessee hereby agree as follows:

1. **Description.** The Lease land description on Exhibit "A" shall be amended to add the following tracts of land, containing in the aggregate approximately **2.443 acres**:

- **Tract 47.** Being approximately **1.708 acres** of land, out of the L. Newton Addition, an Addition to the City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Warranty Deed, as recorded in Volume 12635, Page 410, of the Deed Records of Tarrant County, Texas.
- **Tract 48.** Being Lot 1, Block 2, out of the Creekside Plaza Addition, an Addition to the City of Arlington, Tarrant County, Texas, and being approximately **.735 acres** of land, conveyed to the City of Arlington by Warranty Deed, as recorded in Volume 13935, Page 477, of the Deed Records of Tarrant County, Texas.

2. Approval. Lessor and Lessee agree that this Amendment to Oil and Gas Lease is entered into after City Council approval and execution in accordance with its terms.

3. Counterparts. This Amendment may be executed in multiple counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement.

4. Memorandum. It is understood and agreed that a Memorandum of Amendment to Oil and Gas Lease may be filed of record for the purpose of providing recorded notice of the existence of this Amendment in lieu of recording the executed original. Said Memorandum of Amendment to Oil and Gas Lease shall be recorded in the Official Public Records of Tarrant County, Texas, within a reasonable time by Lessee with a copy thereof to be promptly furnished to Lessor.

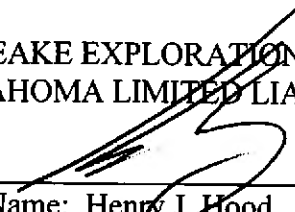
5. No Warranty. This Amendment to Oil & Gas Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well be reduced.

FOR the same consideration recited above, the undersigned does hereby consent to, ratify, adopt and confirm all the terms and provisions of the Lease, as amended herein, and does hereby grant, lease and let to Lessees, their successors and assigns, the land covered by the Lease, as amended hereby. The undersigned hereby further declare that the Lease, as amended and ratified, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas and Mineral Lease, and declare that the Lease is binding upon the undersigned and its successors and assigns.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessees and their respective successors, personal representatives and assigns.

EXECUTED this 30th, day of March, 2010.

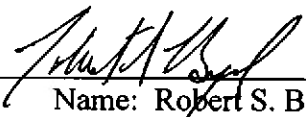
LESSEE:
CHESAPEAKE EXPLORATION, L.L.C.,
AN OKLAHOMA LIMITED LIABILITY COMPANY

By: 
Name: Henry J. Hood
Title: Sr. Vice President – Land & Legal
and General Council



LESSOR:

CITY OF ARLINGTON, TEXAS

By: 
Name: Robert S. Byrd
Title: Deputy City Manager

ATTEST:

fn - 
KAREN BARLAR, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY: 

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

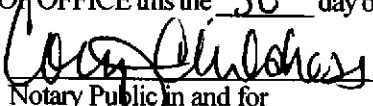
CHESAPEAKE EXPLORATION, L.L.C.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared **Henry J. Hood, Senior Vice President, Land & Legal and General Council**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **CHESAPEAKE EXPLORATION, L.L.C.**, thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March, 2010.



My Commission Expires


Notary Public in and for
The State of Oklahoma
Courtney Childress
Notary's Printed Name

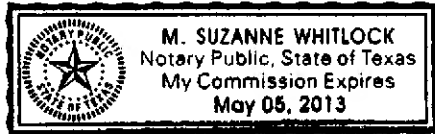
THE STATE OF TEXAS §

CITY OF ARLINGTON, TEXAS

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert S. Byrd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF ARLINGTON, TEXAS, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of May, 2010.



M. Suzanne Whitlock
Notary Public in and for
The State of Texas

My Commission Expires

5/5/13

M. SUZANNE WHITLOCK
Notary's Printed Name

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154